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EVEREST NATIONAL INSURANCE COMPANY

11
12 UNITED STATES DISTRICT COURT

13 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

14
15 ASSOCIATION OF CALIFORNIA
16 WATER AGENCIES JOINT
17 POWERS INSURANCE
18 AUTHORITY, et al.,

Plaintiff,

19 v.

20 THE INSURANCE COMPANY OF
21 THE STATE OF
22 PENNSYLVANIA, et al.,

Defendants.

23 AND RELATED THIRD-PARTY
24 COMPLAINTS.

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Case No. 8:11-CV-01124-CJC (RNBx)

**JURY INSTRUCTIONS PROPOSED
BY PLAINTIFFS AND OPPOSED BY
DEFENDANT**

1 Defendant Everest National Insurance Company (“Everest”) hereby submits
 2 its objections to certain jury instructions proposed by Plaintiffs (“Plaintiffs’
 3 Disputed Jury Instructions”). The parties have met and conferred in good faith to
 4 prepare a list of joint jury instructions. In addition to this filing by Everest,
 5 Plaintiffs will be filing two other separately captioned and docketed documents: one
 6 a set of agreed upon instructions and the other a set of Everest’s instructions to
 7 which Plaintiffs object. The agreed upon instructions are subject to the parties
 8 agreeing on the instructions’ final language.

9 Plaintiffs’ Disputed Jury Instructions are attached to this pleading as Exhibit
 10 1, with each instruction numbered and attribution and/or case citations for each
 11 instruction placed on the pages following the proposed instruction. Everest notes
 12 its objections to each instruction on pages following Plaintiffs’ proffered
 13 instruction. Where Everest requests an alternative instruction, it has placed this
 14 alternative instruction and its reasoning on pages following Plaintiffs’ proffered
 15 instruction.

16 The proposed jury instructions reflect the issues the jury may be asked to
 17 decide. The parties respectfully reserve the right to withdraw any of the following
 18 instructions or submit additional instructions in light of the evidence presented at
 19 trial and any further rulings of the Court.

20 DATED: June 23, 2014

CROWELL & MORING LLP

21
 22 By: /s/ Steven P. Rice
 23 Steven P. Rice

24 Attorneys for Defendant-in-Intervention
 25 EVEREST NATIONAL INSURANCE
 26 COMPANY
 27
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Index of Plaintiffs' Disputed Instructions (Numbered)

No.	Authority	Title
1	9th Circuit Model Civil Instruction 1.5	Two or More Parties—Different Legal Rights
2	CACI 327	Assignment Not Contested
3	CACI 2303	Affirmative Defense—Insurance Policy Exclusion
4	Special	Plaintiffs' Special No. 1
5	Special	Plaintiffs' Special No. 2
6	CACI 2360	Judgment Creditors Action
7	CACI 2330	Breach of Implied Covenant of Good Faith and Fair Dealing
8	CACI 2334	Refusal to Accept Reasonable Settlement Within Policy Limits
9	CACI 2337	Factors to Consider in Evaluating Insurer's Conduct
10	Special	Special Based on <i>Egan</i>
11	CACI 2350	Damages for Bad Faith
12	9th Circuit Model Civil Instruction 5.5	Punitive Damages

Index of Plaintiffs' Disputed Instructions (Unnumbered)

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